

# Catalogue of On-Site Artists Services

## **COSAS: APPLICATION FORM**

**\*\*\*\*\*INCOMPLETE AND UNSIGNED APPLICATIONS WILL NOT BE ACCEPTED\*\*\*\*\***

YOUR NAME: LAST FIRST MIDDLE

MAILING ADDRESS

CITY STATE ZIP  
/ / /

WK PHONE # HM PHONE # MOBILE # FAX #

EMAIL ADDRESS INTERNET (WEBSITE ADDRESS)

IF BUSINESS ADDRESS IS OTHER THAN ABOVE, PLEASE GIVE NAME AND ADDRESS

IF REPRESENTED BY A GALLERY, PLEASE GIVE NAME AND ADDRESS

### **INDICATE BELOW WHICH SPECIFIC CATEGORY BEST DESCRIBES YOUR WORK:**

- |  |   |  |                                     |
|--|---|--|-------------------------------------|
| <input type="checkbox"/> CERAMIC/MOSAICS                                   | <input type="checkbox"/> STONE/CONCRETE | <input type="checkbox"/> METAL             | <input type="checkbox"/> WOOD       |
| <input type="checkbox"/> GLASSWORK   | <input type="checkbox"/> FABRICATION    | <input type="checkbox"/> FIBER             | <input type="checkbox"/> SIGNIFIERS |
| <input type="checkbox"/> INDUSTRIAL DESIGN (FURNITURE/LIGHTING COMPONENTS) |   | <input type="checkbox"/> SURFACE TREATMENT |                                     |
| <input type="checkbox"/> OTHER   |   |  |                                     |

## **TERMS & CONDITIONS**

### **BY SIGNING THIS AGREEMENT I AGREE AND CONSENT THAT:**

- THE CITY OF SAN ANTONIO (COSA) RESERVES RIGHT TO REJECT ANY AND ALL APPLICATIONS AND/OR TO WAIVE THE ANY IRREGULARITIES AND/OR ACCEPT ANY APPLICATION IT DEEMS TO BE IN COSA'S BEST INTEREST.
- IN ITS SOLE DISCRETION, COSA RESERVES THE RIGHT TO WITHDRAW THE INVITATION FROM THE MARKET WITHOUT NOTICE BEFORE OR AFTER RECEIVING SUBMITTALS. IN ITS SOLE DISCRETION, COSA MAY DETERMINE THE QUALIFICATIONS AND ACCEPTABILITY OF ANY PARTY OR PARTIES SUBMITTING APPLICATIONS IN RESPONSE TO THIS INVITATION.
- COSA SHALL NOT BE RESPONSIBLE FOR ANY COSTS INCURRED BY ARTISANS IN ASSOCIATION WITH THIS CALL FOR ARTISANS. ARTISANS SHALL BEAR ALL COSTS ASSOCIATED WITH THE PREPARATION AND SUBMISSION OF REQUIRED ITEMS. THIS INVITATION IS MADE SUBJECT TO SUBSEQUENT CORRECTIONS AND CHANGES. INFORMATION IS FOR GUIDANCE ONLY, AND DOES NOT CONSTITUTE ANY PART OR ALL OF AN AGREEMENT.
- COSA RESERVES THE RIGHT AT ANY TIME BEFORE (7) DAYS PRIOR TO THE INVITATION SUBMISSION DATE AND TO ISSUE A SUBSEQUENT INVITATION, CANCEL THE ENTIRE CALL FOR ARTISANS, AND/OR REMEDY TECHNICAL ERRORS IN THE INVITATION PROCESS.
- THIS CALL FOR ARTISANS SHALL IN NO EVENT BE DEEMED AN OFFER, NOR SHALL IT BE CONSTRUED IN ANYWAY TO CAUSE ANY RELEASE HEREON TO THE ARTISAN'S DETRIMENT.

## **ARTISTS' AGREEMENT REGARDING PUBLICATION**

\_\_\_\_\_ hereafter known as "ARTIST" hereby submits the PHOTOGRAPH of the WORK to the City of San Antonio for consideration and possible inclusion of the WORK in the City of San Antonio's PROJECT known as the Catalogue of On-Site Artists Services (COSAS).

ARTIST warrants and represents to the City of San Antonio that ARTIST created the WORK and, either:

- \_\_\_\_\_ A. that ARTIST owns all intellectual property and moral rights in the WORK and the PHOTOGRAPH and has the legal right to convey certain rights to the City of San Antonio, or
- \_\_\_\_\_ B. that the PHOTOGRAPHER of the PHOTOGRAPH has joined with the ARTIST, and OWNER if applicable, in executing this documents and in the grant of rights to the City of San Antonio and/or
- \_\_\_\_\_ C. that the OWNER of all such rights in the WORK, if owned by anyone other than ARTIST, has jointed with ARTIST in executing this document and in the grant of rights to the City of San Antonio.

*(PLEASE CHECK ONE OPTION ABOVE)*

PHOTOGRAPHER warrants and represents to the City of San Antonio that PHOTOGRAPHER took the PHOTOGRAPH and that PHOTOGRAPHER owns all of the intellectual property rights not owned by artist in the PHOTOGRAPH and that PHOTOGRAPHER has the legal right to convey certain rights to the City of San Antonio.

OWNER warrants and represents to the City of San Antonio that OWNER owns all of the intellectual property rights not owned by artist and that OWNER has the legal right to convey certain rights to the City of San Antonio.

ARTIST, PHOTOGRAPHER and OWNER if applicable, hereby grant to the City of San Antonio the right to use, copy, publish, republish and broadcast the WORK on paper, film, videotape, electronic file of any type, in television transmissions and on the internet or any other medium chosen by the City of San Antonio in its sole discretion, for the purposes of the evaluation, selection, inclusion, use and publishing of the PROJECT. The City of San Antonio shall also have the right to use the WORK and the PHOTOGRAPH in advertising or publicity for the PROJECT.

The rights granted by ARTIST, PHOTOGRAPHER and OWNER to the City of San Antonio are perpetual, paid-up, and royalty free.

The rights granted by ARTIST, PHOTOGRAPHER and OWNER to the City of San Antonio are not limited to forms and media of expression now known.

ARTIST waives any claim as to moral rights other than the right of attribution if the WORK is included in the PROJECT. PHOTOGRAPHER waives any claim as to moral rights other than the right of attribution if the WORK is included in the PROJECT.

The decisions (editorial, artistic or otherwise) as to consideration and inclusion of WORK and PHOTOGRAPH in the PROJECT are at the sole discretion of the City of San Antonio and are final.

### **ARTIST NAME**

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

### **PHOTOGRAPHER NAME**

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

### **OWNER NAME**

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

**Mail or delivered in person to the Public Art and Design Enhancement Program;**

Attn: James LeFlore  
Municipal Plaza Building  
114 W. Commerce, 8<sup>th</sup> Floor  
San Antonio, Texas 78283-3966